The jury found that the deceased was not guilty of contributory negligence. In support of the defendants' claim that he was so guilty was urged the fact of his removal of the box-covering, which has already been dealt with; also that he had disobeyed the order of the millwright to "keep way." To this there may be several answers. In the first place, the instruction was very vague. How far was he to keep away? Did it necessarily mean any more than that he was not to come near enough to the loose pulley or the belt to be injured by them when the power was turned on? There is no evidence that the deceased heard it, or to shew to what he understood it to refer, and it was for the jury to pass upon its value and effect; and they have done so.

In my opinion, the appeal should be dismissed.

Appeal dismissed with costs.

JUNE 4TH, 1913,

WILSON v. TAYLOR.

Mortgage—Sale under Power—Sale en Bloc instead of in Parcels—Duty of Mortgagee—Injury to Mortgagor—Damages—Evidence—Absence of Fraud or Wilful or Reckless Conduct.

Appeal by the plaintiff from the judgment of BOYD, C., ante 253.

The appeal was heard by MEREDITH, C.J.O., MACLAREN, MAGEE, and HODGINS, JJ.A.

J. A. Hutcheson, K.C., for the plaintiff.

J. L. Whiting, K.C., and J. A. Jackson, for the defendant.

The judgment of the Court was delivered by MEREDITH, C.J.O.:—In the view of the Chancellor, the mortgagor has been damaged to the extent of at least $1800 as the effect of the sale of the mortgaged property *en bloc*, instead of in parcels.

I should not have reached that conclusion upon the evidence. As the Chancellor points out, the property was a difficult one to dispose of in any way, and there was little or no market for land in Gananoque, where the mortgaged property is situate, or for such a sized house as was on it.